

Standard Contract
Contract UCPUMW 22-1357
Data Center Monitoring and Maintenance

This contract, effective upon May 27, 2022 by Facility Support, Inc., hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF CONTRACT: May 27, 2022 – May 26, 2025 with five (5) one-year renewal options

CONTRACT DOCUMENTS: The contract documents shall consist of in order of precedence:

1. This signed Contract including all Attachments;
2. Any addenda and the original solicitation, RFP # 22-1357, dated February 3, 2022 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions
3. The Contractor’s proposal dated March 9, 2022 including all attachments

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

SCOPE OF SERVICES: The Contractor shall provide the Data Center Monitoring and Maintenance services described within Attachment I.

PRICING: Pricing for individual service personnel and annual equipment maintenance costs are described below.

Personnel Type	Regular/On-Call Rate per Hour	Emergency/Overtime Rate per Hour
Supervisor/Technician	\$140.00	\$210.00
HVAC Technician	\$130.00	\$185.00
Generator Technician	\$175.00	\$230.00
Fire Suppression Technician	\$120.00	\$180.00

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Equipment Service Needs - Fredericksburg Campus

Equipment Model	Inspection Recurrence	Annual Maintenance Cost
600 kW Generac Generator	Quarterly	\$4,396.00
ATS Integrated Switch Gear	Annual	\$140.00
Mitsubishi 500kVA UPS	Annual	\$4,767.00
Batteries	Semi-Annual	\$1,667.00
HVAC Units – 25 Ton	Quarterly	\$2,726.00
HVAC Units – 15 Ton	Quarterly	\$1,363.00
FM-200 System	Quarterly	\$534.00
Pre-Action System	Quarterly	\$948.00
Dry System	Quarterly	\$948.00
Water Detection System	Quarterly	\$100.00
Dry Cooler Glycol Units	Quarterly	\$800.00
Total Annual Maintenance Cost		\$18,389.00

Potential Additional Equipment Service Needs – Stafford Campus

Equipment Model	Inspection Recurrence	Annual Maintenance Cost
200kW Generac Generator	Quarterly	\$1,778.00
Generac ATS	Annual	\$100.00
Total Annual Maintenance Cost		\$1,878.00

Other Optional Value-Added Services

Service	Rate/Cost
Consulting	\$150.00 per hour
On-Site Support	\$150.00 per hour
Dedicated Monitoring System	Not to exceed \$19,000

ADDITIONAL COST CONSIDERATIONS:

1. **Travel Costs:** The University shall pay the Contractor for no more than a 2-hour round trip journey (1-hour journey one-way). Any travel exceeding 2 hours round-trip shall be paid as a maximum 2 hours at a rate of \$145 per hour. Any travel below 2 hours round-trip shall be paid according to the actual time traveled.
2. **Publicly Accessible Contract (PAC):** The University and the Contractor have agreed to a rebate structure detailed within ATTACHMENT II.

CONTRACT ADMINISTRATION: The Director of Data Center Services, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

SPECIAL TERMS AND CONDITIONS:

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the

University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with § 2.2-4201, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there

is none, in accordance with the disputes' provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

RENEWAL OF CONTRACT: This contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease listed under the Unadjusted Percent Change for the Services Less Energy Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the same CPI-U table referenced above for the latest twelve months for which statistics are available.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn: Nelson Dawson
3516 Mayland Ct.
Richmond, VA 23233

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

PAYMENT:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the

contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.

1. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
2. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and must state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
3. UMW reserves the right to audit a Contractor's background check process at any time.
4. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
5. Screens shall include:
 - a. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - b. DOJ Sex Offender Search and individual evaluation of results
 - c. County Criminal Search for all identified counties.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

FRATERNIZATION: The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

SAFETY: The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

METHOD OF PAYMENT: The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment,

the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*

2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view [The Bank of America Value of Virtual Payables](#).
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu.

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Signature: 

Printed Name: NELSON DAWSON

Title: PRESIDENT

Date: 4/13/2022

FEI/FIN#: 54-1453388

Phone: 804-527-1600 x101

Email: ndawson@facilitysupportinc.com

UNIVERSITY OF MARY WASHINGTON

Signature: Melva A. H. Kishpaugh Digitally signed by Melva A. H. Kishpaugh
Date: 2022.04.14 17:03:37
-04'00'

Printed Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: April 14, 2022

ATTACHMENT I – STATEMENT OF NEEDS

I. STATEMENT OF NEEDS: Contractor shall provide the following:

A. **Personnel Requirement:** The firm must provide a factory-certified technician, whether within staff or contracted out, to work on the specific equipment listed below.

B. **Service Description Requirements:**

1. Manage all scheduled inspections. Review and provide inspection documentation.
2. All inspections shall be performed during normal business hours of Monday-Friday, 8am-5pm.
3. Analyze all proposed work that is beyond the scope of covered contracted services and present it to UMW authorized representative for review and approval.
4. Analyze all invoices for work performed and present them to UMW authorized representative for review, approval, and payment.
5. If problems are found during regular inspections that require correction, provide remediation recommendations to UMW authorized representative for review and approval, and manage the implementation of the approved remediation plan.
6. Be available for 24x7 support for unscheduled emergencies due to system failure or malfunction, and manage all necessary remediation including managing and coordinating equipment vendor activities. 24x7 support will include an initial 1-hour response time window by phone and a 4-hour response time window for phone and/or onsite support activities.
7. Assist with the tuning of data center environmental alerts, currently distributed through an Automated Logic building management system. Diagnose and recommend fixes for false-positive alerts.
8. Evaluate data center support equipment design and integration, and describe any opportunities for improvement.
9. Provide recommendations for enhancing or expanding data center support equipment to meet the demands of changing service requirements.
10. Provide project management based upon inspection data and equipment replacement needs.

C. **Equipment Description:** See Attachment I.A for details.

D. **Equipment Services – Fredericksburg Campus:**

1. **Provide Four (4) Quarterly preventative maintenance inspections that include the following:**

a. Generac MPS Generators:

- 1) Lubrication system shall be inspected for leaks and proper level
- 2) Governor system inspection
- 3) Radiator and cooling system inspection
- 4) Air intake system
- 5) Block heater system
- 6) Exhaust system
- 7) Engine and generator base mounting
- 8) Battery and charging system
- 9) Control system inspection
- 10) Starter system inspection
- 11) Safety inspection, to include testing of all pre-alarms and shutdown alarms
- 12) Test run engines (with load if approved by UMW)

b. Stulz CRAC Units

- 1) Check/replace filters
- 2) Check evaporator coil
- 3) Inspect reheat elements
- 4) Check humidifier lamps and drain/trap for clogs
- 5) Check make-up valve for leaks
- 6) Check condensate pump for debris
- 7) Check operation of float(s) free movement
- 8) Check refrigerant piping
- 9) Check for moisture (sight glass)
- 10) Check compressor(s) mounts (springs/bushings)
- 11) Check compressor(s) wiring connections
- 12) Check compressor(s) operation (noise/vibration)
- 13) Suction pressure(s) and discharge pressure(s)
- 14) Superheat
- 15) Low pressure switch cut out
- 16) Low pressure cut in
- 17) High pressure cut out
- 18) Fuses, contactors, and wire connections
- 19) Verify control operation (sequence)
- 20) Operation of air safety switch
- 21) Check condition of condenser coil
- 22) Bearings in good condition
- 23) Check wiring connections
- 24) Annual condenser coil cleaning

c. RLW LD5200 Leak Detection System:

- 1) Simulate an under-floor leak detection alarm and verify each section (~50 ft) for leak detection
- 2) Verify proper distance is reported to LDS panel (confirm w/ floor plan map)
- 3) Verify alarm outputs

d. Dry Cooler Glycol Units:

- 1) Check/replace filters
- 2) Check evaporator coil
- 3) Inspect reheat elements
- 4) Check humidifier lamps and drain/trap for clogs
- 5) Check make-up valve for leaks
- 6) Check condensate pump for debris
- 7) Check operation of float(s) free movement
- 8) Check refrigerant piping
- 9) Check for moisture (sight glass)
- 10) Check compressor(s) mounts (springs/bushings)
- 11) Check compressor(s) wiring connections
- 12) Check compressor(s) operations (noise/vibration)
- 13) Suction pressure(s) and discharge pressure (s)
- 14) Superheat
- 15) Low pressure switch cut out
- 16) Low pressure cut in

- 17) High pressure cut out
 - 18) Fuses, contactors, and wire connections
 - 19) Verify control operations (sequence)
 - 20) Operation of air safety switch
 - 21) Check condition of condenser coil
 - 22) Bearings in good condition
 - 23) Check wiring connections
 - 24) Annual condenser coil cleaning
 - 25) Glycol Analysis – maintain manufacturer’s recommended percentage of glycol closed loop dry system including an annual analysis report of the glycol mixture
- e. FM 200, Pre-Action Sprinkler, and Dry System Fire Suppression Systems:
- 1) Testing and inspecting the releasing panel
 - 2) Test all input and output devices
 - 3) Inspecting the agent cylinder and piping
 - 4) Inspecting of piping
 - 5) Preparing test records and reports in accordance with NFPA 2001 (Standard on Clean Agent Fire Extinguishing Systems), 13 (Standard for the Installation of Sprinkler Systems), and 72 (National Fire Alarm and Signaling Code®)

2. Provide Two (2) semi-annual inspections for the following:

- a. UPS Batteries
- 1) Visual inspection of each unit for the following:
 - a) Positive and Negative straps
 - b) Jar bulge and distortion
 - c) Appearance of connections
 - d) Cracks or leakage of electrolyte
 - 2) Measure and record the following:
 - a) Voltage of each cell/unit
 - b) Internal resistance
 - c) Ambient temperature in the battery room
 - 3) Provide report of battery condition after each inspection

3. Provide One (1) Annual inspection that includes the following:

- a. Generac MPS Generators
- 1) Inspections of all items listed under VII.E.1.a. and:
 - a) Replace engine (lube) oil
 - b) Replace engine (lube) oil filters
 - c) Replace fuel oil filters
- b. Mitsubishi 500kVA UPS (UPS system is under current manufacturer warranty to cover failures which shall continue under the new contract):
- 1) Check and replace air filters as needed
 - 2) Perform complete visual inspection of all UPS internal sub-assemblies
 - 3) Review unit histories for any irregular activity
 - 4) Perform functional system test of system with customer approval
 - 5) Implement manufacturer field change notices
 - 6) Provide inspection report when complete

c. Automatic Transfer Switch (ATS):

- 1) Perform visual inspection of controls and switching mechanism
- 2) Clean debris from enclosure
- 3) Perform transfer test with owner approval

E. **Equipment Services – Stafford Campus** *(Potential additional equipment service needs: dependent on the future plans for the Stafford Campus)*

1. Provide Four (4) Quarterly preventative maintenance inspections that include the following:

a. Generac Generator:

- 1) Lubrication system shall be inspected for leaks and proper level
- 2) Governor system inspection
- 3) Radiator and cooling system inspection
- 4) Air intake system
- 5) Block heater system
- 6) Exhaust system
- 7) Engine and generator bases mounting
- 8) Battery and charging system
- 9) Control system inspection
- 10) Starter system inspection
- 11) Safety inspection to include testing of all pre-alarms and shutdown alarms
- 12) Test run engines (with load if approved by UMW)

2. Provide One (1) Annual inspection that includes the following:

a. Generac Generator:

- 1) Inspection of all items listed under VII.E.1.a and:
 - a) Replace engine (lube) oil
 - b) Replace engine (lube) oil filters
 - c) Replace fuel oil filters

b. Automatic Transfer Switch (ATS):

- 1) Perform visual inspection of controls and switching mechanism
- 2) Clean debris from enclosure
- 3) Perform transfer test with owner approval

ATTACHMENT I.A – EQUIPMENT DESCRIPTION AND DETAILS

Equipment	Details/Description/Models	Qty	Serial	Dates
Generator	600kW Generac MPS Diesel generators Model: MD0600KG2218D18GPLY2	1 of 2	DCG1 Serial #1: 8563522	Prod. Date: 11/21/2013
Generator	600kW Generac MPS Diesel generators Model: MD0600KG2218D18GPLY2	2 of 2	DCG2 Serial #2: 8563523	Prod. Date: 11/21/2013
Generator	200kW Generac (Stafford) Model: SG0206-G36133N18HPSY	1 of 1	2101102	Date: 1/20/09
ATS Integrated Switch Gear	Generac ATS System Controller Model: 0049753	1 of 2	8462992	
ATS Integrated Switch Gear	Eaton Low Voltage Switchgear Assembly G.O. #: MRM0005202	2 of 2		07/2013
UPS	Mitsubishi 500kVA Model: UP9933B-A504DU-4	1 of 1	13-7M74230-09	5/19/2014
Batteries	C&C Power Engineered Power Products Model #1: XBC55-40P500-500B4-600-Q0873-M C&C Model #1: 55M1E505-D4801B60011HF1QBS1	1 of 3	Cabinet 1: 4001113UE05636	Mfr Date: 11/2013
Batteries	C&C Power Engineered Power Products Model #2: XBC55-40P500-500B4-600-Q873-S1 C&C Model #2: 55M1E505-D4801B60011HF1QBS1	2 of 3	Cabinet 2: 4001113UE05637	Mfr Date: 11/2013
Batteries	C&C Power Engineered Power Products Model #3: XBC55-40P500-500B4-600-Q873-S2 C&C Model #3: 55M1E505-D4801B60011HF1QBS1	3 of 3	Cabinet 3: 4001113UE05638	Mfr Date: 11/2013
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-1 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	1 of 4	10018583	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-2 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	2 of 4	10018584	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-3 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	3 of 4	10018585	
HVAC Units	Stulz CRAC Units – 25 Ton: Stulz Air Technologies Systems CyberTWO with EC PAC 4-4 Model #: VFS-300-DG-FC-D-EC Item #: VFS_SUPERBOM	4 of 4	10018586	
HVAC Units	Stulz CRAC Units – 15 Ton: Stulz Air Technologies Systems Air Cooled Conditioner w/ Remote Condenser Computer Room Cooling SCS PAC R-1 Roof unit Model #: SCS-447-DSA Roof unit Item #: SCS_SUPERBOM	1 of 2	Serial #: 10018587 Roof unit Serial #: 10018589	
HVAC Units	Stulz CRAC Units – 15 Ton: Stulz Air Technologies Systems Air Cooled Conditioner w/ Remote Condenser Computer Room Cooling SCS PAC R-2 Roof unit Model #: SCS-447-DSA Roof unit Item #: SCS_SUPERBOM	2 of 2	Serial #: 10018588 Roof unit Serial #: 10018590	
Fire Suppression	FM-200 System	1 of 1	Multiple Components	
Fire	Pre-Action System	1 of 1	Multiple	

Suppression			Components	
Fire Suppression	Dry System	1 of 1	Multiple Components	
Water Detection	RLE SeaHawk LD5200 E Model: LD5200		113577	
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	1 of 6	300/801159.0001	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	2 of 6	300/801159.0002	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	3 of 6	300/801159.0003	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: F/4/24/2.0/2400/A/C/S/1	4 of 6	300/801159.0004	Manufactured: 02/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 Model Unit: GFW 090.1/2-L(L) F4/03/6P.M	5 of 6	300/801157.0005	Manufactured: 09/2013
Dry Cooler Glycol Units	Dry Cooler Glycol Units: Guntner GFW Air Cooled Fluid Cooler (V-Shape) (support of the Data Center Glycol CRAC units) ; Project #: 509062 ; Model Unit: GFW 090.1/2-L(L)-F4/03/6P.M	6 of 6	300/801157.0006	Manufactured: 09/2013
CyberEx System	CyberEx System Software Version: 01.62	1 of 6	64416-01-01	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	2 of 6	64416-01-02	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	3 of 6	64416-02-04	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	4 of 6	64416-02-03	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	5 of 6	64416-02-01	Mfr Date: 01/28/2014 Install Date: 01/30/2014
CyberEx System	CyberEx System Software Version: 01.62	6 of 6	64416-02-02	Mfr Date: 01/28/2014 Install Date: 01/30/2014

ATTACHMENT II – PAC AGREEMENT

PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective May 27, 2022, is by and between the University of Mary Washington, an agency of the Commonwealth of Virginia (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and Facility Support Inc., ("Contractor").

TERM

The term of this Agreement coincides with the Primary Agreement's end date, including any renewal options.

WITNESS

WHEREAS, the University and Contractor have executed an agreement, UCPUMW 22-1357, dated May 27, 2022 (the "Primary Agreement"), and included in the Primary Agreement is a "Cooperative Purchasing/Use of Agreement by Third Parties" clause. Now therefore, the University and Contractor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contractor will:

- A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II. For a list of Consortium Members, visit <https://vhepc.org/>.
- B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
- C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

- A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
- B. Maintain an approved version of Contractor's logo on the Consortium website

III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Attn: Melva Kishpaugh
University of Mary Washington
Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to Contractor:

Attn: Nelson Dawson
3516 Mayland Ct.
Richmond, VA 23233
Email: ndawson@facilitysupportinc.com
Telephone: 804-527-1600
Fax: 804-527-6948

ACCEPTANCE

For University of Mary Washington

Melva A. H. Kishpaugh
Digitally signed by
Melva A. H.
Kishpaugh
Date: 2022.04.14
17:02:56 -04'00'

Melva Kishpaugh
Director – Procurement Services

April 14, 2022
Date

For Contractor



Nelson Dawson
President

4/13/2022
Date

Agreement #: UCPUMW 22-1357

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: February 3, 2022

RFP NUMBER & TITLE: RFP 22-1357 Data Center Monitoring and Maintenance

PROPOSAL DUE DATE & TIME: March 10, 2022 at 10:00am EST
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference RFP 22-1357
Eagle Village Executive Offices, Suite 480
1125 Emancipation (formerly Jefferson Davis) Hwy., Fredericksburg, VA 22401

WORK LOCATION: ☐ All Campuses ☒ Fredericksburg ☒ Stafford ☐ Dahlgren

COMMODITY CODE(S): 91200, 93600, 92500, 28596, 91017

PRE-PROPOSAL CONFERENCE: ☐ Optional ☒ **Mandatory** ☐ N/A **DATE/TIME:** February 17, 2022 @ 10am

PRE-PROPOSAL LOCATION: Hurley Convergence Center (HCC) Room 111
1801 College Avenue, Fredericksburg, VA 22401

CONTRACT OFFICER: Michelle Pickham **EMAIL:** mmiller8@umw.edu

PERIOD OF CONTRACT: May 27, 2022 – May 26, 2025 with five (5) one-year renewals available

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: Facility Support Inc.

Address of Offering Firm: 3516 Mayboud Ct, Richmond, VA. 23233

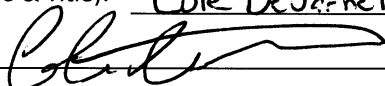
DSBSD Certification No.: 676573 Expiration Date: 7-2-2023

eVA ID: VS 00000 33540 Tax ID: 54-1653388

Email: cdejarrette@facilitysupportinc.com Telephone: 804-527-1600

Website: Facilitysupportinc.com Fax: 804-527-6948

Submitted By (Print Name & Title): Cole DeJarnette Director of Maintenance

Signature (In Ink):  Date: 3/9/2022

ADDENDUM # 1
February 18, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: RFP 22-1357 – Data Center Monitoring and Maintenance
Date Issued: February 3, 2022
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: March 10, 2022 at 10am EST

This addendum consists of two (2) pages.

- I. A Mandatory Pre-Proposal Conference was held on Thursday, February 17, 2022 at 10am EST. Only those Offerors who were present for the Pre-Proposal conference may submit proposals to be considered for award. The list of Offerors who may submit proposals for award consideration are:
 - Colonial Webb Contractors
 - Facility Support, Inc.
 - Compu Dynamics LLC
- II. The following questions were received prior to and during the pre-proposal conference. Answers to those questions are noted below each question.
 1. **Will the University accept pricing and a proposal for only some of the equipment listed within this RFP, or is all equipment required to be serviced by one vendor?**
The University is issuing an award to only one vendor for this contract, so that vendor must be able to service all equipment listed within the scope of this RFP.
 2. **What is the current expiration for the current contract? When did it begin?**
Current expiration is May 26, 2022. The current contract began five years ago on May 27, 2016.
 3. **When do you plan to award?**
The plan is to award sometime early to mid-April.
 4. **Are all units on dry coolers?**
All units located on the 4th floor are on a dry cooler system. A chilled water system is used for a specific unit on the 5th floor.
 5. **What are the problem areas?**
The problem area mostly is the roof, but there is no current leak. The dry coolers have had to have repair on one of the pipes for a hairpin leak that grew. We have maintained a 33% ratio of glycol. Troubles over the year have been the HVAC units mostly. Some of the A frames freeze up and we've had a few glycol leaks in different places.
 6. **What is the University most concerned with – pricing, response time, etc.?**
We are most concerned with response time and expect an hour or less response time via phone.
 7. **What is the age of the UPS system?**
The system was installed in September 2013. There has been maintenance on the UPS batteries since then. As part of this maintenance agreement the unit has a premium support contract with Mitsubishi to cover costs of failures. The oldest battery is from 2018.

8. **What temperature is the UPS/Generator room kept at?**
The room is kept between 68-70 degrees.
9. **What is expected regarding load bank testing?**
The load bank testing will be included in the generator maintenance as requested by the University as an extra service.
10. **On the FM200 system, how many exhaust ports are there?**
There are four or five between all of them.
11. **Are the data center/roof top areas secured sites?**
Yes, they are secured sites. Vendor will need to be escorted by David Dean or David's designee in order to access specific locations on campus.
12. **Do the data center and roof units operate as separate units?**
Yes
13. **Is there space to store filters on site?**
No. We prefer that you bring the filters with you when you come on site to perform maintenance.
14. **For the CyberEx system, what is included in the maintenance?**
Firmware and software updates are included with the CyberEx system maintenance needs.

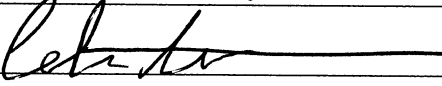
END OF ADDENDUM NO. 1

Michelle Pickham
Senior Contract Officer
Procurement Services
University of Mary Washington
Phone: (540)654-2260

RFP 22-1357 Addendum No. 1 (and all addenda) should be acknowledged and included in the RFP submittal package.

NAME OF OFFERING FIRM: Facility Support Inc.

NAME OF OFFEROR REPRESENTATIVE: Cole De Jarnette

OFFEROR SIGNATURE: 

DATE: 3-9-2022



March 8, 2022

University of Mary Washington
RFP: 22-1357 Data Center Monitoring and Maintenance

Facility Support, Inc. - History & Experience

History: Facility Support, Inc. was founded in 1993, with the sole business mission of designing, building, commissioning, and maintaining Data Centers. Its principal founder and current President, Nelson Dawson, graduated from The College of William and Mary in 1979, with a Bachelor of Business Administration, and a minor in Physics. Nelson was previously employed by the Virginia Liebert representative as a sales engineer from 1984-1990. One of Nelson's customers was The Design Cooperative, a design / build firm that designed and built several successful data centers. Nelson created The Dawson Company in 1990, as the marketing arm for The Design Cooperative. In 1993, the two firms were merged to form Facility Support, Inc.

Cole DeJarnette has been the Director of Maintenance Services for Facility Support since August 2012. Cole's previous employment (1995-2012) was with a local generator service company, and during his time there, he became an EGSA Certified Generator Technician, was promoted to Generator Sales, and finally, promoted to run their service department.

Facility Support, Inc. is a registered SWAM vendor in the Commonwealth of Virginia.

Attached is a list of Current Maintenance Customers that shows when we began their Maintenance Management Services. To test our 24/7 response, please call (804) 527-1600, follow the directions on the automated attendant to report an emergency, and you will receive a call back from a Facility Support employee who is familiar with your site, and can quickly create an appropriate response, based on the system that has created the emergency condition.

Existing Higher Education & Other Example Maintenance Customers

University of Mary Washington: 3500sf data center. Maintained since 2017

Virginia Commonwealth University: 6000sf data center. Maintained since 2016

University of Richmond: Four (4) sites; 2200sf main data center, 900sf backup data center, (2) network hub sites. Maintained all sites since 2009

Washington & Lee University: 900sf data center. Maintained since 2007

Rockbridge County Network Authority: 3500sf data center. Maintained since 2015

Continued-page 2

Virginia Lottery: 2500sf data center. Maintained since 2016

K Line America: 1500sf data center. Maintained since 2013

Mary Washington Healthcare: Two (2) sites, 3500sf main data center, 1500sf backup data center. Maintained since 2002

Virginia Credit Union: Two (2) sites; 2000sf main data center, 1500sf backup data center, and six (6) branches with full generator support. Maintained since 1995

Virginia Utility Protection Services (VA 811): 1100sf data center. Maintained from 2002 to 2020. In 2020, moved into joint facility with Roanoke 911 (see below).

Virginia 811 / Roanoke 911 Call Center: 3000sf data center. Maintained since 2020

Snag A Job: 1500sf data center. Maintained since 2012

Estes Express: 2500sf data center. Maintained since 2012

Allianz Global Assurance: 2200sf data center. Maintained since 2003

Pacific Life Insurance: 8000sf data center. Maintained since 2005

Performance Food Group: 2600sf data center. Maintained since 2003

Hamilton Beach: 2500sf data center. Maintained since 2017

Luck Stone: 2800sf data center. Maintained since 2006

Williams Mullen: 2200sf data center. Maintained since 2012

SECTION VII: STATEMENT OF NEEDS - RESPONSE

A) LOCATION OF FACILITY SUPPORT AND SUPPORTING RESOURCES:

Facility Support, Keystone Power: Richmond, VA (58 miles)

AirMaxx Mechanical: South Chesterfield, VA (75 miles)

Kelly Generator: Primary Service Responder located in Fredericksburg, VA; secondary service response from Owings MD (80.6 miles)

Mitsubishi Electric: Two (2) factory service technicians located in Northern VA, one (1) in Richmond, VA.

B) PERSONNEL REQUIREMENTS: Facility Support has always believed that using the direct factory employed and / or authorized service technicians to provide scheduled and emergency maintenance services to be the best solution for our customers

- 1) Battery Maintenance: Keystone Power is an UPS battery inspection company. Owner Skip Schrecengost has over thirty years experience in the UPS battery inspection business. Keystone Power has been our battery subcontractor for UMW for the past (6) years.
- 2) Generator Maintenance: Kelly Generator and Equipment, Inc. is an authorized Generac Industrial & MPS service company who has a Generac MPS and Master Technician located in Fredericksburg, VA. Kelly Generator has been our generator subcontractor for UMW for the past (6) years.
- 3) Air Conditioning: AirMaxx Mechanical, Inc. Is an HVAC service company which specializes in Computer Room environmental HVAC equipment, and has experience with Stulz CRAC units and glycol systems. AirMaxx has been our HVAC subcontractor for UMW for the past (6) years.
- 4) Mitsubishi UPS: Mitsubishi Electric is the OEM for the existing Mitsubishi UPS system, and directly employs service technicians to support their UPS systems. Mitsubishi Electric has been our subcontractor for UMW for the past (5) years.

C) SERVICE DESCRIPTION REQUIREMENTS

- 1) Cathy Hall, in coordination with Cole DeJarnette, is responsible for scheduling and coordinating the numerous inspections required. She is responsible for electronic storage of all inspection reports, as well as providing this information to our customers, based on their requirements.
- 2) Will comply.
- 3) Since Facility Support also designs and builds data centers, we have many years of experience of ways that work, and if in the process of managing UMW's maintenance, we see items we feel should be brought to UMW's attention, we will do so, along with providing a discussion of why, as well as a recommended solution.
- 4) We always review every invoice received from our support vendors, to verify work was completed per contract, and validate the accuracy of the invoice.
- 5) Any remedial action (outside of the normal inspection) that is recommended by a service resource is reviewed by Cole, and if deemed correct and necessary, will be presented to UMW, with associated pricing for implementation, for their consideration
- 6) To test our 24/7 response, please call (804) 527-1600, follow the directions on the automated attendant to report an emergency, and you will receive a call back from a Facility Support employee who is familiar with your site, and can quickly create an

appropriate response, based on the system that has created the emergency condition. Our historical call back time is less than 10 minutes, and on-site response is typically between 1 - 2 hours. Our voice mail system is backed by UPS & Generator, with 36 hours of fuel time.

- 7) Will comply.
- 8) Will comply.
- 9) Will comply
- 10) Will comply.

D) Equipment is noted and understood.

E) We will comply with the equipment services as defined in the RFP.

F) We welcome any additional equipment needs from the Stafford Campus. Equipment is noted and understood.

G) UPS pricing for this RFP is based on the existing UPS service contract expiration date of May 26, 2022.

H) See attached checklists and reports

I) Since Facility Support, Inc. also designs and builds data centers, we have many years of experience of how the infrastructure systems should be designed to work, and to be maintainable, and, if in the process of managing UMW's maintenance, we see items we feel should be brought to UMW's attention, we will do so, along with providing a discussion of why, as well as a recommended solution. If / when UMW's data center physical requirements change, Facility Support, Inc. can help UMW decide what to change, and how best to change them, based on their many years of experience.

Battery Dataset Detail Report

Battery Name: UPS Battery (1)

Install Date: 08/20/2019

String Name: Mitsubishi

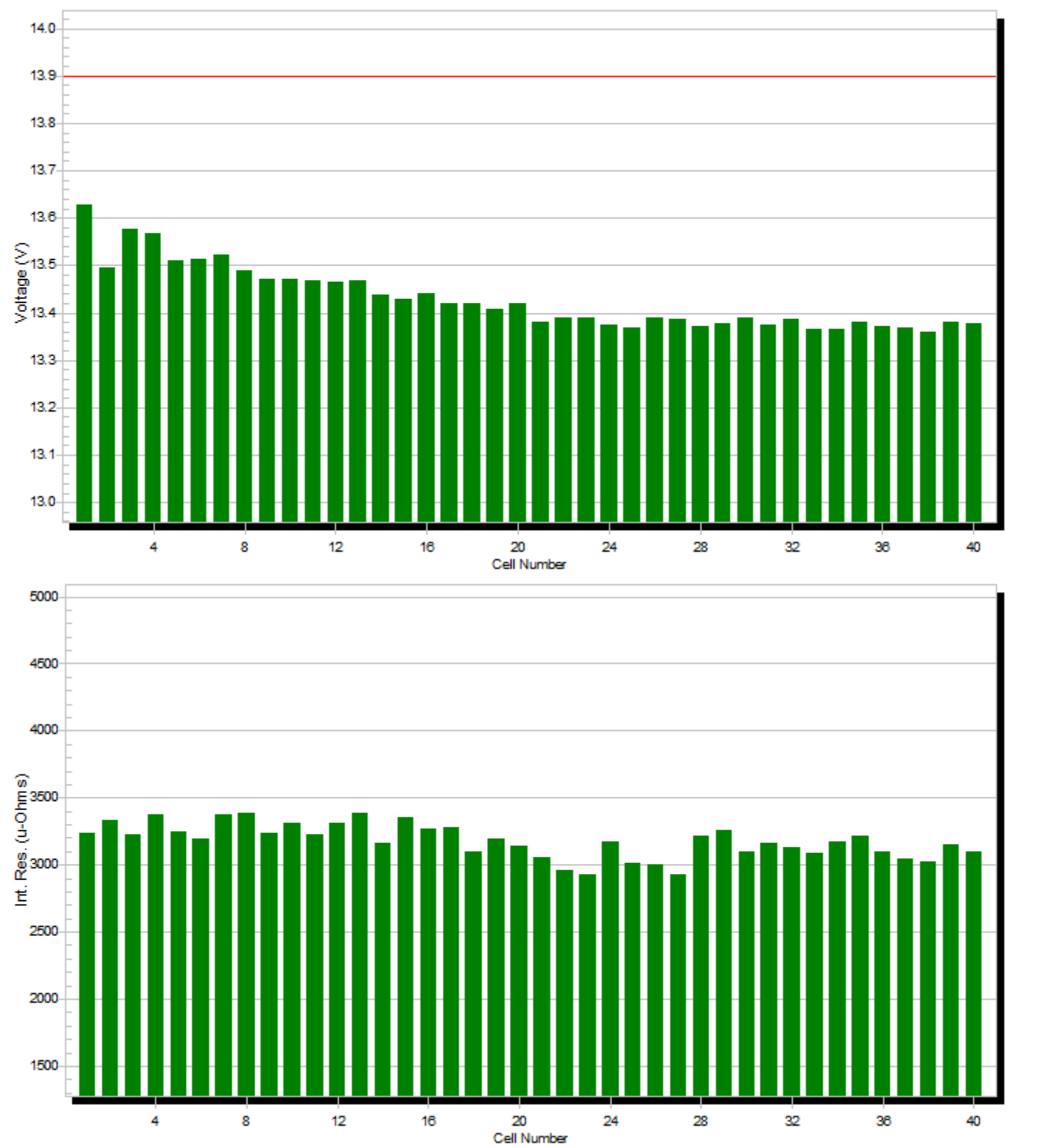
Location Name: University of Mary Washington

Model Number: Data Safe (40) 12HX505-FR

Readings taken on 01/19/2022

O.V. = 537.2

Cell/Jar	Voltage	Internal Res.	Temp. (F)
1	13.628	3241	74.0
2	13.496	3337	74.0
3	13.577	3224	74.0
4	13.566	3380	74.0
5	13.509	3247	74.0
6	13.513	3191	74.0
7	13.523	3375	74.0
8	13.488	3391	74.0
9	13.471	3234	74.0
10	13.470	3314	74.0
11	13.469	3228	74.0
12	13.464	3308	74.0
13	13.467	3385	74.0
14	13.438	3167	74.0
15	13.429	3351	74.0
16	13.440	3272	74.0
17	13.420	3279	74.0
18	13.421	3102	74.0
19	13.409	3199	74.0
20	13.420	3136	74.0
21	13.382	3051	74.0
22	13.390	2960	74.0
23	13.389	2930	74.0
24	13.375	3171	74.0
25	13.369	3014	74.0
26	13.389	2998	74.0
27	13.388	2925	74.0
28	13.372	3220	74.0
29	13.377	3259	74.0
30	13.390	3102	74.0
31	13.375	3166	74.0
32	13.386	3127	74.0
33	13.366	3084	74.0
34	13.365	3174	74.0
35	13.382	3217	74.0
36	13.371	3103	74.0
37	13.370	3049	74.0
38	13.358	3023	74.0
39	13.381	3154	74.0
40	13.378	3097	74.0
Summary: High	13.628	3391	74.0
Avg	13.429	3180	74.0
Low	13.358	2925	74.0



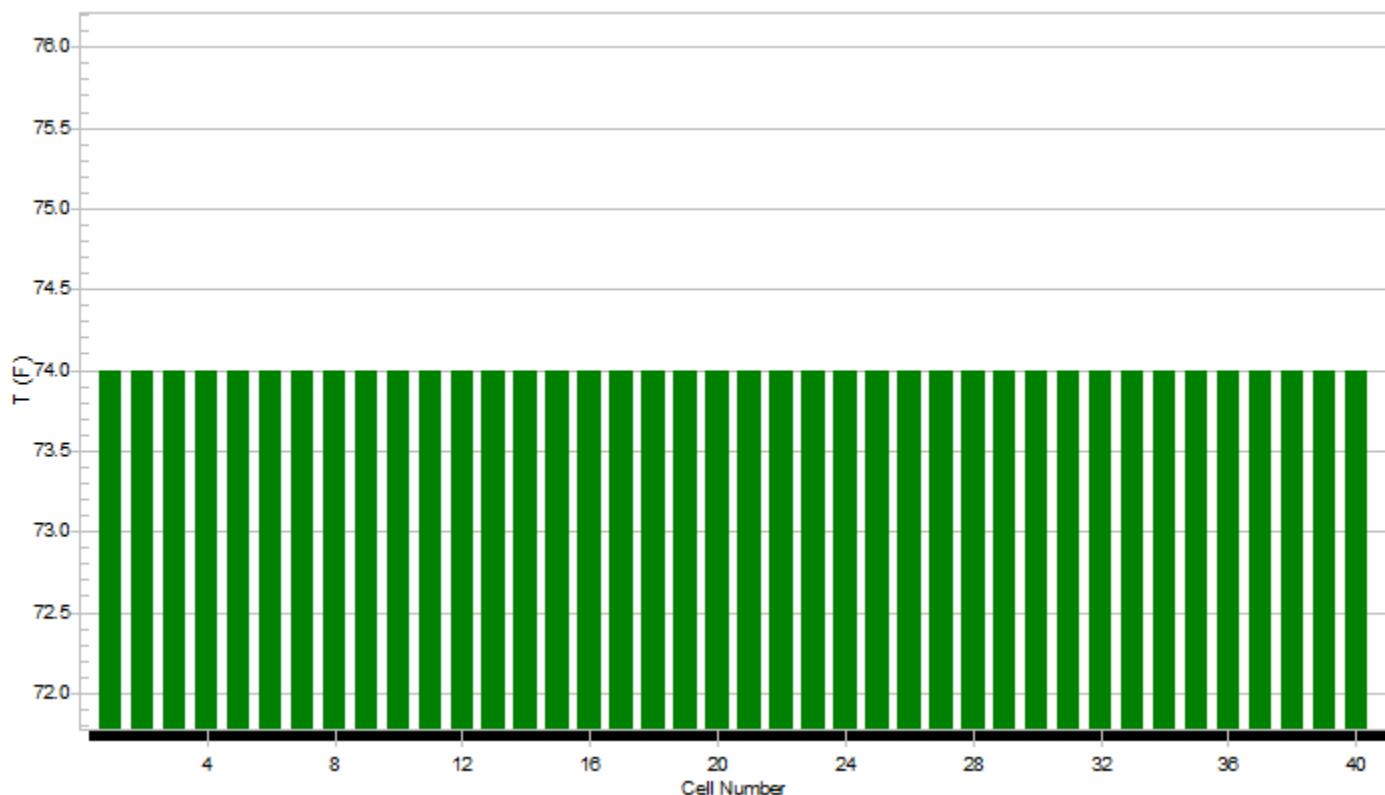
Battery Name: UPS Battery (1)

Install Date: 08/20/2019

String Name: Mitsubishi

Location Name: University of Mary Washington

Model Number: Data Safe (40) 12HX505-FR



General Comments:

University of Mary Washington
1301 College Avenue
Fredericksburg, VA. 22401

UPS Battery (1)

Model: Data Safe (40)12HX505-FR
Mfg. Date: 06/19

08/20/2019

* New battery installation - All batteries are in good condition.

01/23/2020

* All batteries are in good condition.

07/15/2020

* All batteries are in good condition.

01/14/2021

* All batteries are in good condition.

07/15/2021

* All batteries are in good condition.

01/19/2022

* All batteries are in good condition.

Maintenance Checklist



Fed. I.D. 52-1250908
24 Hour Emergency Service & Rentals
1-800-677-3815
www.kge.com

KEY: P - PASSED S - SEE COMMENTS N - NOT APPLICABLE

PM Type: _____
Billing FACILITY SUPPORT
Address 3516 MAYLAND COURT
RICHMOND, VA 23233
Telephone: (804)527-1600 Ext 105

PM Frequency: _____
Job Name FACILITY SUPPORT
Job Address 1301 College Avenue Univer
Job Number PMI1720750
Date 2022-01-19

<input type="checkbox"/> Site Condition On Arrival: _____	<input type="checkbox"/> Radiator	<input type="checkbox"/> Engine
<input type="checkbox"/> Tank Type: <u>SD</u>	<input type="checkbox"/> Radiator Pressure Tested	<input type="checkbox"/> General Condition
<input type="checkbox"/> Fuel Level <u>95%</u>	<input type="checkbox"/> Coolant Leaks	<input type="checkbox"/> Air Filter(s) Part #: <u>Perkins Ch 11396 (21</u>
<input type="checkbox"/> Daytank Floatswitch	<input type="checkbox"/> Radiator Cap	<input type="checkbox"/> Ignition System; Plugs, Coil, etc.
<input type="checkbox"/> Supply/Transfer Pump Operator	<input type="checkbox"/> Radiator Air Flow	<input type="checkbox"/> Choke & Carburetor Settings
<input type="checkbox"/> Solenoid Valve Operation	<input type="checkbox"/> Exhaust System	<input type="checkbox"/> Turbo Charger Rotation & End Play
<input type="checkbox"/> Flexible Hose & Connections	<input type="checkbox"/> Leakage	<input type="checkbox"/> Governor
<input type="checkbox"/> Piping	<input type="checkbox"/> Drain Condensation Trap	<input type="checkbox"/> Generator - Gen A/C
<input type="checkbox"/> Fuel Strainer	<input type="checkbox"/> Insulation & Fire Hazards	<input type="checkbox"/> Meters Verified/Tested
<input type="checkbox"/> Injection Pump Lines	<input type="checkbox"/> Exhaust Systems Hangers & Supports	<input type="checkbox"/> General Condition
<input type="checkbox"/> Banjo Fitting	<input type="checkbox"/> Flexible Exhaust Section	<input type="checkbox"/> Brush Condition & Slip Rings
<input type="checkbox"/> Fuel Filter(s) Part #: _____	<input type="checkbox"/> Excessive Back Pressure	<input type="checkbox"/> Excitor
<input type="checkbox"/> Oil Weight: <u>15w40</u>	<input type="checkbox"/> DEF Fluid _____	<input type="checkbox"/> Rotor & Stator
<input type="checkbox"/> Oil Level	<input type="checkbox"/> Electrical System - Gen D/C	<input type="checkbox"/> Bearings
<input type="checkbox"/> Oil Sample Analysis	<input type="checkbox"/> Gauges Verified/Tested	<input type="checkbox"/> Voltage Regulator
<input type="checkbox"/> Oil Change	<input type="checkbox"/> Tighten Controls	<input type="checkbox"/> Transfer Switch
<input type="checkbox"/> Oil Leaks	<input type="checkbox"/> Wire Chafing	<input type="checkbox"/> Room Accessible for Service
<input type="checkbox"/> Lube Oil Heater	<input type="checkbox"/> Operation of Safeties, Estop & Alarms	<input type="checkbox"/> Loose Wires
<input type="checkbox"/> Crankcase Breather	<input type="checkbox"/> Operation of Switch & Rack Solenoid	<input type="checkbox"/> Contacts
<input type="checkbox"/> Oil Filter(s) Part #: _____	<input type="checkbox"/> Relays	<input type="checkbox"/> Relays
<input type="checkbox"/> Grease Zerk	<input type="checkbox"/> P.C. Boards	<input type="checkbox"/> Lights
<input type="checkbox"/> Cooling System/Type: _____	<input type="checkbox"/> Battery Type: <u>2x8D 7/2019, quoter</u>	<input type="checkbox"/> P.C. Boards
<input type="checkbox"/> Level	<input type="checkbox"/> Battery Voltage: <u>25.98 static, 27.82 runn</u>	<input type="checkbox"/> Fire Pump Only
<input type="checkbox"/> Antifreeze Protection Level	<input type="checkbox"/> Electrolyte Level	<input type="checkbox"/> Bearing/Grease
<input type="checkbox"/> Fan & Alternator Belts (Verified Tension)	<input type="checkbox"/> Terminals Clean & Tight	<input type="checkbox"/> Overflow Bowl
<input type="checkbox"/> Flexible Hose & Connections	<input type="checkbox"/> Specific Gravity	<input type="checkbox"/> General Condition
<input type="checkbox"/> Water Pump	<input type="checkbox"/> Charger Operation	
<input type="checkbox"/> Jacket Water Heater/Temp: <u>98°</u>	<input type="checkbox"/> Charge Rate: <u>0.29</u>	
<input type="checkbox"/> Louver, Motor & Controls	<input type="checkbox"/> Equalize Charge	
<input type="checkbox"/> Coolant Filter(s) Part #: _____	<input type="checkbox"/> Cold Cranking Amps: <u>1400 per battery</u>	
<input type="checkbox"/> Heat Exchange		

Engine Model _____ Serial # _____
Generator Model Gen02,*16129330100 Serial # 8563523
ATS #1 Model _____ Serial # _____
ATS #2 Model _____ Serial # _____
Voltage 480

Location of Unit: ☐ Indoor ☒ Outdoor ☐ Roof ☐ Penthouse

Operational Test

P	Free of Engine Noise/Vibration
P	Starter Operation Results: _____
P	AC Voltage AØ <u>480</u> BØ <u>480</u> CØ <u>480</u> <input type="checkbox"/>
	AC Amperage AØ _____ BØ _____ CØ _____ <input type="checkbox"/>
P	HZ <u>60.1</u>
P	Oil Pressure _____ <u>75</u> PSI
	DC Alternator Amperage _____ <input type="checkbox"/> Water Temp <u>151</u> °
	Transfer Switch Time Delay Start
	Emergency Stop Operational
	Time Delay Retransfer: _____
	Transfer Test Completed to simulate loss of utility
	Time Delay Cooldown: _____
	Restore System to Automatic Operation
	Operation Window Visible
	Position of Automatic Controls/Voltage Selection Switch
	Time Set in Generator _____
	Time Set in ATS _____
P	Hours on Gen at Departure <u>92</u> Hours
	Site Condition on Departure _____

Trailer

	General Appearance
	Lights
	Tire Pressure: _____
	Electric/Surge Brake Operation
	Hitch
	Security Break Away Chains
	Jack Stands
	Axle Condition
	Bearings
	Lug Nuts Verified
	Electrical Harness

Enclosure

	General Appearance/Paint
	Locks
	Latches
	Hardware Secure
	Decals on Unit
	Door Alignment
	Insulation/Foam

COMMENTS:

Any questions please feel free to contact us AT 1-800-677-3815
RENTAL GENERATORS AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK

BECAUSE POWER MATTERS TM



AIR CONDITIONING MAINTENANCE CHECK LIST

AIR CONDITIONER MAINTENANCE REPORT

Site Name: University of Mary Washington
 Address: 1801 College Ave
 City: Fredricksburg, VA

A/C # Pac-R-1 Date: 4/20/21

Type of Maintenance Visit: ☐ Monthly ☒ Quarterly ☐ Annual ☐ Warranty
 Prepared By: Mechanic/Technician Name: Hunter

MONTHLY INSPECTION CHECKLIST

Record: 70 Temp 42 Humidity _____ Hi Temp Alarm _____ Hi Humidity Alarm
70 Temp Setpoint 35 Humidity Setpoint _____ Low Temp Alarm _____ Low Humidity Alarm
 _____ Temp Sensitivity _____ Humidity Sensitivity

INTERIOR UNIT

Step	Action	Comp.	Step	Action	Comp.
1	Check and replace filters if necessary	✓	8	Check sight glass(es) - clear and dry	✓
2	Impellers free of debris and move freely	✓	9	Check and clean humidifier pan	✓
3	Check belt tension and condition	✓	10	Check and clean condensate pan	✓
4	Bearings in good condition	✓	11	Verify that condensate and humidifier pan drain lines re clean by blowing lines out with air or by flowing water	✓
5	Check fan safety and switch operation	✓	12	Check operation of humidifier lamps	✓
6	Check pulleys and motor mounts	✓	13	Check make-up valve for proper operation and no leaks	✓
7	Check oil level in compressor(s)	✓	14	Check reheat coils for proper operation	✓

EXTERIOR UNIT

Step	Action	Comp.
1	Check coil cleanliness, clean if necessary	✓
2	Check fan motor mounts	✓
3	Check fan motor operation	✓

QUARTERLY INSPECTION CHECKLIST

☒ Complete Monthly and Quarterly Checklists above

Record refrigerant pressures

Circuit #1: Suction _____

Discharge _____

Circuit #2: Suction _____

Discharge _____

- ☒ Check all under floor water sensor probes for proper mount and height
☒ Check under floor water sensors for proper operation by jumping out and verifying alarm at unit/local panel
☒ Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm



AIR CONDITIONING MAINTENANCE CHECK LIST

AIR CONDITIONER MAINTENANCE REPORT

Site Name: University of Mary Washington

Address: 1801 College Ave

City: Fredericksburg

A/C # PAC - 1

Date: 4/20/21

Type of Maintenance Visit: ☐ Monthly ☒ Quarterly ☐ Annual ☐ Warranty

Prepared By: Mechanic/Technician Name: Hunter

MONTHLY INSPECTION CHECKLIST

Record: 70 Temp 40 Humidity _____ Hi Temp Alarm _____ Hi Humidity Alarm
70 Temp Setpoint 35 Humidity Setpoint _____ Low Temp Alarm _____ Low Humidity Alarm
 _____ Temp Sensitivity _____ Humidity Sensitivity

INTERIOR UNIT

Step	Action	Comp.	Step	Action	Comp.
1	Check and replace filters if necessary	✓	8	Check sight glass(es) - clear and dry	✓
2	Impellers free of debris and move freely	✓	9	Check and clean humidifier pan	✓
3	Check belt tension and condition	✓	10	Check and clean condensate pan	✓
4	Bearings in good condition	✓	11	Verify that condensate and humidifier pan drain lines re clean by blowing lines out with air or by flowing water	✓
5	Check fan safety and switch operation	✓	12	Check operation of humidifier lamps	✓
6	Check pulleys and motor mounts	✓	13	Check make-up valve for proper operation and no leaks	✓
7	Check oil level in compressor(s)	✓	14	Check reheat coils for proper operation	✓

EXTERIOR UNIT

Step	Action	Comp.
1	Check coil cleanliness, clean if necessary	✓
2	Check fan motor mounts	✓
3	Check fan motor operation	✓

QUARTERLY INSPECTION CHECKLIST

☒ Complete Monthly and Quarterly Checklists above

Record refrigerant pressures

Circuit #1: Suction _____

Discharge _____

Circuit #2: Suction _____

Discharge _____

☒ Check all under floor water sensor probes for proper mount and height

☒ Check under floor water sensors for proper operation by jumping out and verifying alarm at unit/local panel

☒ Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm



AIR CONDITIONING MAINTENANCE CHECK LIST

AIR CONDITIONER MAINTENANCE REPORT

Site Name: University of Mary Washington

Address: 1801 College Ave

City: Fredericksburg

A/C # PAC-2

Date: 4/20/21

Type of Maintenance Visit: ☐ Monthly ☒ Quarterly ☐ Annual ☐ Warranty

Prepared By: Mechanic/Technician Name: Hunter

MONTHLY INSPECTION CHECKLIST

Record: 22 Temp 40 Humidity _____ Hi Temp Alarm _____ Hi Humidity Alarm
70 Temp Setpoint 35 Humidity Setpoint _____ Low Temp Alarm _____ Low Humidity Alarm
 _____ Temp Sensitivity _____ Humidity Sensitivity

INTERIOR UNIT

Step	Action	Comp.	Step	Action	Comp.
1	Check and replace filters if necessary	✓	8	Check sight glass(es) - clear and dry	✓
2	Impellers free of debris and move freely	✓	9	Check and clean humidifier pan	✓
3	Check belt tension and condition	✓	10	Check and clean condensate pan	✓
4	Bearings in good condition	✓	11	Verify that condensate and humidifier pan drain lines re clean by blowing lines out with air or by flowing water	✓
5	Check fan safety and switch operation	✓	12	Check operation of humidifier lamps	✓
6	Check pulleys and motor mounts	✓	13	Check make-up valve for proper operation and no leaks	✓
7	Check oil level in compressor(s)	✓	14	Check reheat coils for proper operation	✓

EXTERIOR UNIT

Step	Action	Comp.
1	Check coil cleanliness, clean if necessary	✓
2	Check fan motor mounts	✓
3	Check fan motor operation	✓

QUARTERLY INSPECTION CHECKLIST

☒ Complete Monthly and Quarterly Checklists above

Record refrigerant pressures

Circuit #1: Suction _____

Discharge _____

Circuit #2: Suction _____

Discharge _____

☒ Check all under floor water sensor probes for proper mount and height

☒ Check under floor water sensors for proper operation by jumping out and verifying alarm at unit/local panel

☒ Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm



AIR CONDITIONING MAINTENANCE CHECK LIST

AIR CONDITIONER MAINTENANCE REPORT

Site Name: University of Mary Washington

Address: 1801 College Ave

City: Fredericksburg

A/C # PAC-3

Date: 4/20/21

Type of Maintenance Visit: ☐ Monthly ☒ Quarterly ☐ Annual ☐ Warranty

Prepared By: Mechanic/Technician Name: Hunter

MONTHLY INSPECTION CHECKLIST

Record: 71 Temp 38 Humidity _____ Hi Temp Alarm _____ HI Humidity Alarm
70 Temp Setpoint 35 Humidity Setpoint _____ Low Temp Alarm _____ Low Humidity Alarm
 _____ Temp Sensitivity _____ Humidity Sensitivity

INTERIOR UNIT

Step	Action	Comp.	Step	Action	Comp.
1	Check and replace filters if necessary	✓	8	Check sight glass(es) - clear and dry	✓
2	Impellers free of debris and move freely	✓	9	Check and clean humidifier pan	✓
3	Check belt tension and condition	✓	10	Check and clean condensate pan	✓
4	Bearings in good condition	✓	11	Verify that condensate and humidifier pan drain lines re clean by blowing lines out with air or by flowing water	✓
5	Check fan safety and switch operation	✓	12	Check operation of humidifier lamps	✓
6	Check pulleys and motor mounts	✓	13	Check make-up valve for proper operation and no leaks	✓
7	Check oil level in compressor(s)	✓	14	Check reheat coils for proper operation	✓

EXTERIOR UNIT

Step	Action	Comp.
1	Check coil cleanliness, clean if necessary	✓
2	Check fan motor mounts	✓
3	Check fan motor operation	✓

QUARTERLY INSPECTION CHECKLIST

☒ Complete Monthly and Quarterly Checklists above

Record refrigerant pressures

Circuit #1: Suction _____

Discharge _____

Circuit #2: Suction _____

Discharge _____

☒ Check all under floor water sensor probes for proper mount and height

☒ Check under floor water sensors for proper operation by jumping out and verifying alarm at unit/local panel

☒ Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm



AIR CONDITIONING MAINTENANCE CHECK LIST

AIR CONDITIONER MAINTENANCE REPORT

Site Name: University of Mary Washington

Address: 1801 College Ave

City: Fredericksburg

A/C # PAC-4 Date: 4/20/21

Type of Maintenance Visit: ☐ Monthly ☒ Quarterly ☐ Annual ☐ Warranty

Prepared By: Mechanic/Technician Name: Itunter

MONTHLY INSPECTION CHECKLIST

Record: 70 Temp 39 Humidity _____ HI Temp Alarm _____ HI Humidity Alarm
70 Temp Setpoint 35 Humidity Setpoint _____ Low Temp Alarm _____ Low Humidity Alarm
 _____ Temp Sensitivity _____ Humidity Sensitivity

INTERIOR UNIT

Step	Action	Comp.	Step	Action	Comp.
1	Check and replace filters if necessary	✓	8	Check sight glass(es) - clear and dry	✓
2	Impellers free of debris and move freely	✓	9	Check and clean humidifier pan	✓
3	Check belt tension and condition	✓	10	Check and clean condensate pan	✓
4	Bearings in good condition	✓	11	Verify that condensate and humidifier pan drain lines re clean by blowing lines out with air or by flowing water	✓
5	Check fan safety and switch operation	✓	12	Check operation of humidifier lamps	✓
6	Check pulleys and motor mounts	✓	13	Check make-up valve for proper operation and no leaks	✓
7	Check oil level in compressor(s)	✓	14	Check reheat coils for proper operation	✓

EXTERIOR UNIT

Step	Action	Comp.
1	Check coil cleanliness, clean if necessary	✓
2	Check fan motor mounts	✓
3	Check fan motor operation	✓

QUARTERLY INSPECTION CHECKLIST

☒ Complete Monthly and Quarterly Checklists above

Record refrigerant pressures

Circuit #1: Suction _____

Discharge _____

Circuit #2: Suction _____

Discharge _____

- ☒ Check all under floor water sensor probes for proper mount and height
- ☒ Check under floor water sensors for proper operation by jumping out and verifying alarm at unit/local panel
- ☒ Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm

Check under floor leak detection cable by applying a wet towel around the cable, verify that the local leak detection panel goes into alarm



LEAK DETECTION SYSTEM MAINTENANCE CHECK LIST

MAINTENANCE REPORT

SITE LOCATION

University of mary Washington

MECHANIC NAME

Hunter

DATE

4/20/21

SYSTEM LOCATION

1801 College Ave Fredricksburg, VA

TYPE OF MAINTENANCE VISIT: _____ MONTHLY ☒ QUARTERLY _____ ANNUAL

QUARTERLY INSPECTION CHECKLIST

Step	Action	Completed
1	Verify that no alarm or trouble conditions are present	✓
2	Verify AC power at liqui-tect control panel	✓
3	Simulate leak on under-floor cable	✓
4	Verify alarm condition is detected at liqui-tect panel	✓
5	Verify audible horn sounds at liqui-tect panel	✓
6	Verify that the liqui-tect LCD flashes	✓
7	Verify that the common alarm output contacts change state	✓
8	Verify that event is stored in alarm history log	✓
9	Return system to normal / reset alarm condition	✓
10	Verify that system is operating under normal conditions	✓

ITEMS CORRECTED, ITEMS NEEDING CORRECTIVE ACTION, COMMENTS:

Annual PM Report	S/N:		UPS#:	
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Mitsubishi Service...Unequaled; Unsurpassed; UNINTERRUPTED

Annual PM Report (9900A/B/Aegis/Summit)

Display Value Check											
Bypass Input	A-B		VAC	B-C		VAC	C-A		VAC		HZ
AC Input	A-B		VAC	B-C		VAC	C-A		VAC		HZ
Battery		VDC				Battery Current				A	
DC Bus	PC		VDC	CN		VDC					
Inverter Output	A-B		VAC	B-C		VAC	C-A		VAC		HZ
Output Current	A		A	B		A	C		A		
	A		%	B		%	C		%		
Event Log Review						Complete					
Battery Operation			Times			Total Time		h		m	s
Date and Time Adjust						Complete					N/A

Load Isolation										N/A
Note 1: Discuss with the customer the potential for load loss while on Maintenance Bypass prior to performing the work if the customer will not be utilizing the generators to supply input power to the Maintenance Bypass Panel										
Note 2: While operating the Maintenance Bypass Panel be sure to utilize the SAY-POINT-SAY-OPERATE method.										
Place the system in Maintenance Wrap Around per the procedure/ or isolate one UPS from the other in an MMS system						Complete				N/A
Shutdown UPS(s)						Complete				N/A
Open ALL Input Breaker(s)/Output Breaker/Battery Breaker(s)						Complete				
Lockout ALL Input Breaker(s)/Output Breaker/Battery Breakers						Complete				

Annual PM Report	S/N:		UPS#:	
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Mitsubishi Service...Unequaled; Unsurpassed; UNINTERRUPTED

UPS Inspection – Note any issue in the FSR		
External – (Appearance – scratches, dents, improper door operations)	Pass	Fail
Note 1: Confirm there is no voltage present on any of the terminals.		
Note 2: While cleaning the UPS be sure to remove the STS cover to properly inspect and clean the STS assembly.		
Note 3: Notify customer 15 mins prior to completion so that they can be ready to re-energize the equipment.		
Internal – (Cleanliness – free from foreign debris, metal shavings, tools, rags, dead insects) Clean UPS	Pass	Fail
Control Circuit – (No loose, frayed, or burnt connections)	Pass	Fail
Inspect ZNRS Surge suppressor indicators (Green-Pass, Red – Fail recommend replacement)	Pass	Fail
Main Cable Connections Torque Verification	Pass	Fail
Filters Replaced	Complete	

DC Disconnect – Note any issue in the FSR			N/A
External – (Appearance)	Pass	Fail	
Internal – (Cleanliness)	Pass	Fail	
Control Circuit – (No loose or frayed connections)	Pass	Fail	

Battery Cabinet(s) – Note only applicable for VRLA or Wet Cell Applications			N/A
External – (Appearance)	Pass	Fail	
Internal – (Cleanliness – free from foreign debris, metal shavings, tools, rags, damaged batteries, leaking/corroding terminals) Clean as required	Pass	Fail	
Control Circuit – (No loose or frayed connections)	Pass	Fail	
Torque all Batteries	Complete		
Battery system ambient temperature		°F	
	Pass	Fail	
Battery charge current		A	
	Pass	Fail	
Battery – Ground Fault (Pos.-GND/Neg.-GND)	Pass	Fail	
Test ALL batteries (Voltage, Resistance/Conductance, Temperature) Include report, SVA0050 Battery Test Form, along w/PM Report	Complete		N/A
	Pass	Fail	
Download Battery Monitoring Data • Discharge Files • Cell History Include files along with the PM Report	Complete		N/A

Annual PM Report	S/N:		UPS#:	
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Mitsubishi Service...Unequaled; Unsurpassed; UNINTERRUPTED

UPS Input Voltage Checks									
Install Voltage Probes					Complete				
Turn Test Switch (ON)					Complete				
Close CPMC/CPMS					Complete				
Remove Locks from ALL Input Breaker(s)/Output Breakers/Battery Breaker(s)					Complete				
Close AC Input Breaker					Complete				
AC Input Voltage (Line-Line)					Pass			Fail	
• Spec. 384-552VAC	A-B		VAC	B-C		VAC	C-A		VAC
Note 1: If Input and Bypass have a jumper select N/A for remaining input checks below.									
Close Bypass Input Breaker					Complete				N/A
Bypass Input Voltage (Line-Line)					Pass			Fail	N/A
• Spec. 432-528VAC	A-B		VAC	B-C		VAC	C-A		VAC

Setup 1	Range	Site Specific Value
Battery AH (# of Strings x AH = AH Value)	System KVA	
Battery Charge Rate 1	1-40%	
Battery Charge Rate 2	1-40%	
Battery Float Voltage	500-600V	
Rated Battery Voltage	450-550V	
Battery Final Voltage 1	380-480V	
Battery Final Warning Voltage 1	0-50V	
Battery Final Voltage 2	0-50V	
Battery Final Warning Voltage 2	0-70V	
Converter Start Delay	1-3600sec	
Inhibit Transfer (BYP. Voltage Out of Range)	Yes/No	
System Select	SMS/MMS	
Bypass Sync. Range	1.0-5.0%	
Bypass Slew Rate	1-5Hz/s	
Output Voltage Adjust	-28.8 - +28.8V	
Floating Voltage Adjust	-10 - +10V	
IR Compensation	0.0-3.0%	
Power Demand 1	10-150%	
Power Demand 2	10-150%	
Bypass Abnormal Alarm	Enable	
CB2 Abnormal Alarm (Li-Ion Applications ONLY)	.3-1sec	
Ground Fault Detection	Disable	
• Minor Fault Timer Delay	0	
• Major Fault Timer Delay	0	

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Setup 2	Range	Site Specific Value
Equipment Number for MMS	1 - 8	
Battery System Available	Yes/No	
Input Frequency	60Hz – 50Hz	
Output Frequency	60	
Battery Equalizing Charge System	NO	
Equalizing Charge Voltage	557	
Equalizing Charge Time	24	

List Sub-Address Changes			N/A
Description	Address	Default Value	Site Specific Value

Software Verification				
Note: Reference U-ENI00004 UPS Firmware table, list the installed versions and the new versions which you will be installing below				
	Installed Version	Updated Version	Update Required	
			Yes	No
Control:				
GA Control:				
LCD:				
Setup:				
N/A	CLC:			

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Peripheral Equipment Software Verification		
Note 1: Software shall be captured off of all Mitsubishi Provided Equipment		
Equipment	Software Version	Software Type

Control Power Supply Check			
Measurement at UPGR	Pass		Fail
• T12-1 – PSC +24VDC		VDC	Spec. 23.5 – 25.5 VDC
• T12-2 – PSC +24VDC		VDC	Spec. 23.0 – 25.0 VDC
• T12-3 – PSC +15VDC		VDC	Spec. 14.50 – 15.50 VDC
• T12-4 – PSC -15VDC		VDC	Spec. -14.50 – 15.50 VDC
• T12-5 – PSC +5VDC		VDC	Spec. 4.90 – 5.30 VDC
• T10-2 – PSC +3.3VDC		VDC	Spec. 3.23 – 3.36.0 VDC
• T10-3 – PSC +1.5VDC		VDC	Spec. 1.47 – 1.53 VDC
• T10-4 – PSC +1.2VDC		VDC	Spec. 1.17 – 1.23 VDC
• T10-5 – PSC +2.5VDC		VDC	Spec. 2.38 – 2.62VDC
Measurement at RYAU(Aegis/Summit PSAU)	Pass		Fail
• CN13A (PIN 1-2) 24VAC		VACrms	Spec. 23.0 – 25.0 VACrms
• CN14 (PIN 1-2) +24VDC		VDC	Spec. 23.0 – 25.0 VDC
• CN12 (PIN 1-2) +24VDC		VDC	Spec. 23.0 – 25.0 VDC

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Port Setup and Testing				
Turn test switch OFF Select Reset Button			Complete	
Select Maintenance Button			Complete	
Output Port Setup	Default Value	Site Specific Value	Tested	Testing N/A
Output 1	Load On Bypass			
Output 2	Load On Inverter			
Output 3	Battery Operation			
Output 4	Converter Operation			
Output 5	Battery Low Voltage			
Output 6	Overload			
Output 7	None			
Output 8	Total Alarm			
Output 9	52C Close			
Input Port Setup	Default Value	Site Specific Value	Tested	Testing N/A
Input 1	Remote Start			
Input 2	Remote Stop			
Input 3	Battery Temp Abnormal			
Input 4	Power Demand			

Operational Checks											
Open Input Breaker(s) and reinstall ALL metal covers						Complete					
Close Input Breaker(s)						Complete					
CB1 Operation Automatic						Pass		Fail			
Converter/Inverter Operation Automatic						Pass		Fail			
Verify Proper Polarity at the Battery Breaker						Pass		Fail		N/A	
Close Battery Breaker(s)						Complete				N/A	
Verify LCD indicates CB2 closed						Pass		Fail		N/A	
Battery Voltage At the UPS						Pass		Fail		N/A	
• Spec. 480- 545 VDC								VDC			
Select “Start/Stop” soft key then “Start”						Complete					
52C Closure Automatic						Pass		Fail			
Verify Proper Cooling Fan Operation (No scraping, knocking noise, or high pitch scream)						Pass		Fail			
Output Voltage (Line – Line)						Pass		Fail			
• Spec. 475.2-484.8VAC			A-B		VAC	B-C		VAC	C-A	VAC	
Inverter Output Frequency						Pass		Fail			
• Spec. 59.94 – 60.06 HZ								HZ			
Battery Float Voltage						Pass		Fail		N/A	
• Spec. 1% of Battery Spec.								VDC			

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Transfer Test		
Note: Monitor the output voltage at the UPS with a power quality meter		
Inverter to Bypass		
Confirm that the BYP. OP. LED is lit on the front panel.	Pass	Fail
Verify NO Interruption of Output Voltage	Pass	Fail
Bypass to Inverter		
Confirm that the INV. OP. LED is lit on the front panel.	Pass	Fail
Verify NO Interruption of Output Voltage	Pass	Fail
Major Fault Transfer		
Simulate a major fault	Complete	
Note: Monitor the output voltage at the UPS with a power quality meter		
A major fault will occur! Confirm that the UPS automatically transfers to bypass (Contactor 52S ON and 52C OFF)	Pass	Fail
Verify NO Interruption of Output Voltage	Pass	Fail
Restore Inverter Operation	Complete	
Stop-Start Operation (Five Times)		
Note: For at least one transfer to inverter and back to bypass use the push buttons located on the DPAU board to ensure the push buttons can control the UPS.		
Perform the inverter start and stop operation for a total of 5 times. Transferring the UPS back and forth from Inverter to Bypass	Complete	
Confirm that a failure doesn't occur within the UPS	Pass	Fail
Verify NO Interruption of Output Voltage	Pass	Fail
Restore Inverter Operation	Complete	
Overload Simulation		
Verify the system transfers to Bypass	Pass	Fail
Confirm that the Overload LED is lit on the front panel.	Pass	Fail
Verify the system restores back to normal operation	Pass	Fail
Verify NO Interruption of Output Voltage	Pass	Fail

AC Input Failure Test										N/A
Note 1: ONLY perform this step with the customer's approval and after completing the battery checks and ensuring it's safe to proceed.										
Note 2: ONLY perform this step if the system's Load is on external maintenance bypass										
Open AC Input Breaker					Complete					
Battery Operation – ON (LED/LCD)					Pass		Fail			
Audible Alarm - ON					Pass		Fail			
No Interruption of Output Voltage					Pass		Fail			
Output Voltage (Line – Line)					Pass		Fail			
• Spec. 475.2-484.8VAC	A-B		VAC	B-C		VAC	C-A		VAC	

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AC Input Failure Test			N/A
Battery Voltage	Pass	Fail	
• Spec. 400-545 (Run for 1 minute)		VDC	
Close AC Input Breaker	Complete		
Battery Operation – OFF (LED/LCD)	Pass	Fail	
Audible Alarm - OFF	Pass	Fail	

EPO			N/A
Note 1: ONLY perform this step with the customer's approval			
Note 2: ONLY perform this step if the system's Load is on external maintenance bypass			
EPO (Local Front Panel)	Pass	Fail	
Confirm all contactors open	Pass	Fail	
Confirm 0 Volts on Output- this is used to confirm all contactors open up and that the STS thyristors aren't bleeding voltage through	Pass	Fail	
Reset and Restore Inverter Operation	Complete		

Remote Operation Test			N/A
Inverter Stop (Remote)	Pass	Fail	
Inverter Start (Remote)	Pass	Fail	
EPO (Remote)	Pass	Fail	

Remote Alarm Annunciator Test			N/A
Load on Bypass	Pass	Fail	
Load on Inverter	Pass	Fail	
Battery Operation	Pass	Fail	
Rectifier Operation	Pass	Fail	
Battery Low Voltage	Pass	Fail	N/A
System Overload	Pass	Fail	N/A
UPS Failure (Major Fault)	Pass	Fail	N/A
Confirm RSAP internal batteries are operational	Pass	Fail	N/A

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Restore Load										N/A
Note: While operating the Maintenance Bypass Panel be sure to utilize the SAY-POINT-SAY-OPERATE method.										
Take the system out of Maintenance Wrap Around							Complete			
No Interruption of Output Voltage							Pass		Fail	
Note: Prior to PM Values (auto populated from initial input)										
Output Current	A		A	B		A	C		A	
Current %	A		%	B		%	C		%	
Note: Post PM Values										
Output Current	A		A	B		A	C		A	
Current %	A		%	B		%	C		%	

Data Files	
Pull SD Card Data and Send Files with PM Report	Complete
Reinstall SD Card	Complete

Room Condition Check			
Temperature	Pass		Fail
<ul style="list-style-type: none"> Spec. 32-104°F or 0-40°C 		°F	°C
Humidity	Pass		Fail
<ul style="list-style-type: none"> Spec. 30-90% Noncondensing 	Acceptable	High	Low

Final Site Walk Thru	
Ensure the load is no longer supported through the Maintenance Bypass and the UPS is on inverter	Complete
Ensure all Battery Breaker(s) are closed	Complete

ATTACHMENT B - COST SCHEDULE

The Offeror agrees to provide the services, to include all labor, services, and materials, in compliance with the statement of needs and all terms and conditions of this Sealed Request for Proposals, at the following prices:

Personnel Type	Regular/On-Call Rate per Hour	Emergency/Overtime Rate per Hour
Supervisor/Technician	\$ 140.00	\$ 210.00
HVAC Technician	\$ 130.00	\$ 185.00
Generator Technician	\$ 175.00	\$ 230.00
Fire Suppression Technician	\$ 120.00	\$ 180.00
Other (Please Describe)	\$	\$
Other (Please Describe)	\$	\$

Equipment Service Needs – Fredericksburg Campus (Reference Section VII.E). Please input the TOTAL annual maintenance cost per equipment model, not the inspection recurrence cost.

Equipment Model	Qty	Inspection Recurrence	Annual Maintenance Cost for Equip. per Unit
600 kW Generac Generator	2	Quarterly	\$ 4,396.00
ATS Integrated Switch Gear	1	Annual	\$ 140.00
Mitsubishi 500kVA UPS	1	Annual	\$ 4,767.00
Batteries	3	Semi-Annual	\$ 1,667.00
HVAC Units – 25 Ton	4	Quarterly	\$ 2,726.00
HVAC Units – 15 Ton	2	Quarterly	\$ 1,363.00
FM-200 System	1	Quarterly	\$ 534.00
Pre-Action System	1	Quarterly	\$ 948.00
Dry System	1	Quarterly	\$ 948.00
Water Detection System	1	Quarterly	\$ 100.00
Dry Cooler Glycol Units	6	Quarterly	\$ 800.00

Potential Additional Equipment Service Needs – Stafford Campus (Reference Section VII.F) Please input the TOTAL annual maintenance cost per equipment model, not the inspection recurrence cost.

Equipment Model	Qty	Inspection Recurrence	Annual Maintenance Cost for Equip. per Unit
200kW Generac Generator	1	Quarterly	\$ 1,778.00
Generac ATS	1	Annual	\$ 100.00

Offerors may also provide alternative pricing format based on the specifications and equipment listing. Any alternative pricing may be accepted and/or considered by the University, accordingly.

Other Optional Value-Added Services such as Consulting, etc. (list all and describe):

Service: <u>Consulting</u>	Rate/Cost: <u>\$150.00 / hr.</u>
Service: <u>On site support</u>	Rate/Cost: <u>\$150.00 / hr.</u>
Service: <u>Dedicated Monitoring System</u>	Rate/Cost: <u>not to exceed \$19,000.00</u>

Continued on Next Page

Pricing Formula for Cost Evaluation *(For Contract Officer to fill out):*

1. Total Technician Cost (A): $(100 \text{ hrs} \times \text{Regular/On-Call Rate}) + (5 \text{ hrs Emergency/Overtime}) = \underline{\hspace{2cm}}$
2. Equip. Model Qty x Annual Maintenance Cost for Equip. Per Unit = Total Annual Maintenance Cost (B)
3. Total Technician Cost (A) + Total Annual Maintenance Cost (B) = Total Cost
4. Total Cost for Evaluation: $\underline{\hspace{2cm}}$

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ATTACHMENT C - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH PROPOSAL PACKAGE IF SUBCONTRACTING IS PLANNED

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

"Micro Business" means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3 million in average annual revenue over the three-year period prior to their certification.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Offeror Name: Facility Support Inc.

Preparer Name: Cole DeJarnette Date: 3-9-2022

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business but plan to subcontract all or part of the work to a certified small business, complete Section B of this form. For the proposal to be considered and the Offeror to be declared responsive, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT C - CONTINUED

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a (check all that apply):

☐ Micro Business ☒ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: 676573 Expiration Date: 7-02-2023

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Airmaxx Mechanical 708592	small	Kerri Jernigan 804-526-1005 Kjernigan@airmaxxac.com	HVAC	100%	\$4,889.00
Total Planned Subcontracting Spend (\$)					\$4,889.00

Additional Terms and Conditions

Liability: Facility Support, Inc. (FSI) herein is referred to as the “Contractor”. The customer or person purchasing services and parts herein is referred to as the “Owner”. Contractor shall only be held liable for damages due to its sole negligence. Owner agrees that Contractor’s liability to Owner and /or its customers shall not extend to include incidental, consequential, or punitive damages.

Owner’s Responsibilities: Provide access so that the Contractor may perform obligations under this agreement. Owner shall grant ready access to the Equipment subject to requests made by the Contractor with reasonable advance notice. Contractor will schedule all on-site PM inspections using the following methods; Contractor will make three (3) attempts by phone and / or by email and will make a “good faith” effort to notify Owner of required on-site PM inspections for a certain period. Should Owner fail to respond after these efforts, Contractor will not be responsible for any PM inspections and / or maintenance visits for that period. Any such PM inspections and / or maintenance visits will be lost and not subject to refund or credit.

Invoicing & Payment: FSI to invoice Owner on a quarterly basis for work performed on the standard contract with Net 30 Day terms. Any work performed outside of the contract will be invoiced at completion of the work, with Net 30 Days terms. FSI will accept payment via check or ACH